

BOROUGH OF RIDGEFIELD

A G E N D A

Executive Session and Regular Meeting of the Mayor and Council

Date: July 9, 2012

Open Public Meetings Statement by  
Mayor Suarez

Public Session to Adjourn to C.T.O.:  
Executive Session: Adjourn:

Mayor Suarez – Adjournment into closed Executive  
Session in accordance with the “Open Public Meetings Act”

Executive Session: 6:30 P.M. C.T.O.:  
Adjourn:

Public Session: 7:30 P.M. C.T.O.:  
Adjourn:

Pledge of Allegiance

Citizens Comment on Agenda:

Correspondence:

**ROLL CALL-PUBLIC SESSION**

	Adj. to Ex.		Public	
	Pres.	Abs.	Pres.	Abs.
Mayor Suarez				
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				

**ROLL CALL-EXEC. SESSION**

	PRESENT	ABSENT
Mayor Suarez		
Castelli		
Todd		
Vincentz		
Severino		
Acosta		
Jimenez		

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PROPOSED CONSENT AGENDA:

198-2012	Mayor Suarez	Call on the Developers of American Dream Meadowlands, Triple Five Worldwide, to Contribute to the Cost of Adding Mass Transit Service to the Project Site
199-2012	Councilman Jimenez	Call on State Senate to Override Governor’s Veto of S-2011/A-2950
200-2012	Councilman Jimenez	Call on State Senate to Override Governor’s Veto of A-2921/S-1900
201-2012	Councilman Acosta	Engineering Services-Elm Avenue
202-2012	Councilman Acosta	Engineering Services-Banta Place
203-2012	Councilman Jimenez	Corrected Tax Court Judgment-Block 3301, Lot 4
204-2012	Councilman Jimenez	Lien Redemption Cert. #12-01

205-2012	Councilman Jimenez	Tax Court Judgment-Block 107, Lot 8
206-2012	Councilman Jimenez	Tax Court Judgment-Block 2801, Lot 6
207-2012	Councilman Jimenez	Tax Court Judgment-Block 4014, Lot 18
208-2012	Councilman Castelli	Adjusted Hourly Rates-Pool/Recreation Personnel
209-2012	Councilman Castelli	Salary Increase-S. Sinclair
210-2012	Councilman Jimenez	Approve REA Collective Bargaining Agreement
211-2012	Councilman Castelli	Participate in ADA Cooperative Engineering Design Grant Program
212-2012	Councilman Castelli	Participate in ADA Cooperative Curb Ramp Construction Grant Program
213-2012	Councilman Castelli	TY Lin Proposal - Engineering Grant Program

**COUNCIL VOTE**

	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

**RESOLUTIONS:**

214-2012      Councilman Jimenez      Warrants

**COMMENTS BY MAYOR:**

**COMMENTS BY COUNCILMEN:**

**COMMENTS BY CITIZENS:** (All speakers are limited to five minutes maximum per meeting)

Agenda subject to change as a result of matters not known at time of printing with the consent of the Mayor and Council.

Respectfully submitted,

Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting July 9, 2012

Presented by Mayor Suarez

BE IT RESOLVED, that the regular public meeting be adjourned, and that the Mayor and Council of the Borough of Ridgefield shall meet in a closed Executive Session following a five minute recess at the termination of this meeting. The purpose of the Executive Session shall be to discuss the following matters:

- \_\_\_\_\_ Personnel matters in various departments of the Borough.
- \_\_\_\_\_ Pending and Potential Litigation
- \_\_\_\_\_ Tax Court Litigation.
- \_\_\_\_\_ Potential real estate transactions in which the Borough may engage.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

BE IT FURTHER RESOLVED, that as soon as practicable discussion concerning

- \_\_\_\_\_ Personnel matters
- \_\_\_\_\_ Potential real estate transactions shall be disclosed to the public.
- \_\_\_\_\_ And that discussions with the Borough Attorney concerning litigation shall be disclosed when said litigation is terminated.

Adjournment to Closed Session. The Mayor and Council reserve the right to reconvene into Public Session, if necessary, to take action on Closed Session items.

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting July 9, 2012

Presented by Mayor Suarez

RESOLUTION NO. 198-2012

WHEREAS, Triple Five Worldwide is working with the New Jersey Sports and Exposition Authority to develop American Dream Meadowlands, a shopping, entertainment and tourism center, on the former site of the Mills/Mack-Cali Xanadu project at the Meadowlands; and

WHEREAS, Triple Five Worldwide intends to expand the project site to include a 14.7 acre water park/amusement park; and

WHEREAS, Triple Five Worldwide expects 55 million annual visitors to American Dream Meadowlands; and

WHEREAS, the American Dream Meadowlands is expected to create a significant increase in the traffic and congestion on the roads and in the municipalities surrounding the Meadowlands; and

WHEREAS, the impact this increased traffic will have on the roads and quality of life in the surrounding municipalities has not been adequately addressed in any studies of the project to date; and

WHEREAS, the October 1, 2004 Joint Hearing Officer's Report issued by the Meadowlands Commission and New Jersey Department of Environmental Protection on the Xanadu project explicitly found the scope of previous traffic studies deficient; and

WHEREAS, the Joint Hearing Officer's Report called for a new traffic impact analysis evaluating the impact to roadways, intersections, and merges from the proposed development within a 4 mile radius; and

WHEREAS, this 4 mile radius traffic impact analysis was never done by Mills/Mack-Cali in conjunctions with Xanadu or Triple Five in conjunction with American Dream Meadowlands; and

WHEREAS, Triple Five Worldwide is calling upon the State, through NJ Transit, to provide robust bus and regular rail service to American Dream Meadowlands; and

WHEREAS, Triple Five Worldwide has indicated this expansion of service is necessary to address increased traffic that will be generated by the American Dream Meadowlands; and

WHEREAS, NJ Transit funding is already insufficient to meet current demand; and

WHEREAS, these shortfalls have produced a 22% fare hike in April 2010 and a proposal announced in May 2012 to reduce bus service; and

WHEREAS, increased service will require additional resources that NJ Transit cannot be expected to provide alone;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield, County of Bergen, State of New Jersey that:

1. The Borough of Ridgefield calls on the New Jersey Sports and Exposition Authority, to conduct a thorough analysis of the traffic impacts of the American Dream Meadowlands project consistent with the findings contained in the Joint Hearing Officer's Report issued October 1, 2004.
2. At minimum, the study must include the following locations: NJ Route 3 corridor from NJ Route 21 to Interstate 495, NJ Route 17 corridor from Interstate 80 to NJ Route 3, NJ Route 17 and Moonachie Avenue intersection, Paterson Plank Road from the New Jersey Turnpike to NJ Route 17, NJ Route 120/Washington Avenue/Moonachie Road from NJ Route 3 to Route 46, and New Jersey Turnpike Interchange(s) 16W and 18W.
3. The Borough of Ridgefield calls upon developer, Triple Five Worldwide, to provide an annual operating subsidy to NJ Transit's costs for adding bus service and regular rail service to American Dream Meadowlands.
4. The Borough Clerk's Office shall forward certified copies of this Resolution to New Jersey Sports and Exposition Authority, New Jersey Department of Transportation, NJ Transit, Meadowlands Commission, New Jersey Department of Environmental Protection, Department of Community Affairs, and Governor Chris Christie.
5. The Borough Clerk's Office shall also forward certified copies of this Resolution to U.S. Senator Frank Lautenberg, U.S. Senator Robert Menendez, U.S. Representative Steven Rothman and U.S. Representative Albio Sires.
6. The Borough Clerk's Office shall also forward certified copies of this Resolution to Senator Nicholas Sacco, Assemblywoman Angelica Jimenez, and Assemblyman Vincent Prieto, Senator Brian P. Stack, Assemblyman Sean Connors, and Assemblyman Ruben Ramos, and Senator Paul Sarlo, Assemblywoman Marlene Caride, and Assemblyman Gary Schaer.
7. The Borough Clerk's Office shall also forward certified copies of this Resolution to the Mayors of Carlstadt, East Rutherford, Little Ferry, Lyndhurst, Moonachie, North Arlington, Rutherford, South Hackensack, Teterboro, Jersey City, Kearny, North Bergen, Secaucus, Hasbrouck Heights, Wood Ridge, Union City, Guttenberg, West

New York, Fairview, and Wallington.

8. The Borough Clerk's Office shall also forward certified copies of this Resolution to the County Executives of Bergen County and Hudson County.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

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Anthony R. Suarez, Mayor

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Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting July 9, 2012

Presented by Councilman Jimenez

RESOLUTION NO. 199-2012

WHEREAS, on May 29, 2012 the Mayor and Council of the Borough of Ridgefield adopted Resolution 169-2012 which urged our state legislators to support and approve a pending bill, A-2717, which would provide a four-year extension for municipalities to commit to spending their accumulated affordable housing trust fund monies; and

WHEREAS, that Resolution was forwarded to Assemblyman Anthony Bucco, the sponsor of A-2717, as well as District 36 State Senator Paul Sarlo, Assembly Representatives Marlene Caride and Gary S. Schaer, members of the Assembly Housing and Local Government Committee, the New Jersey State League of Municipalities and the Office of the Governor; and

WHEREAS, that proposed legislation eventually morphed into S-2011/A-2950 which, by its terms, provided municipalities with a two-year extension for the commitment of their housing trust fund dollars, and provided a workable definition for the word "committed", which would give guidance to municipalities as to the level of commitment necessary; and

WHEREAS, the legislature recently passed S-2011/A-2950; and

WHEREAS, the Mayor and Council also adopted on June 11, 2012 Resolution No. 183-2012, indicating that the Borough was interested in participating in a program that would allow the utilization of these affordable housing trust funds to provide for special needs housing by a vote of 4-2, with Councilmen Warren Vincentz and Angus Todd voting against the resolution; and

WHEREAS, on June 30, 2012 Governor Christie vetoed S-2011/A-2950; and

WHEREAS, it is in the best interests of the Borough of Ridgefield that the legislature override this veto;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield:

1. The Mayor and Council of the Borough of Ridgefield hereby calls on the State Senate to override the Governor's veto of bill S-2011/A-2950 as these trust fund dollars should be used as intended, to subsidize the cost for municipalities in meeting their affordable housing obligations, assuring that these costs do not overburden local taxpayers.

2. Copies of this Resolution be forwarded to the Governor of the State of New Jersey, Senator Paul Sarlo, other members of the State Senate, and to the New Jersey League of Municipalities.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

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Anthony R. Suarez, Mayor

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Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting July 9, 2012

Presented by Councilman Jimenez

RESOLUTION NO. 200-2012

WHEREAS, energy taxes were originally collected by host municipalities to be used for local purposes and to compensate hosting communities for the use of their rights of way; and

WHEREAS, when the state made itself the collection agent for these taxes, it promised to dedicate the proceeds to municipal property tax relief, with the state to merely act as the collecting agent, just as municipalities collect property taxes for the benefit of local school districts and counties; and

WHEREAS, instead the state has used significant portions of the energy taxes that it collects for its own purposes, and not for the purpose of returning same to municipalities for tax relief; and

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously passed Resolution 135-2012 supporting A-2921/S-1900 legislation that would have restored vital property tax relief to municipal budgets on account of energy receipt taxes; and

WHEREAS, A-2921/S-1900 was recently passed by the legislature; and

WHEREAS, on June 30, 2012 Governor Christie vetoed A-2921/S-1900, which would have provided vital property tax relief to municipal budgets;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield:

1. The Mayor and Council of the Borough of Ridgefield hereby calls on the State Senate to override the Governor's veto of bill A-2921/S-1900, which would have restored vital property tax relief to municipal budgets, and would have honored the letter and spirit of the 1999 law governing distribution of funds deposited in the energy tax receipts property tax relief account and the consolidated municipal property tax relief program.
2. Copies of this Resolution be forwarded to the Governor of the State of New Jersey, Senator Paul Sarlo, and to all members of the State Senate.

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

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Anthony R. Suarez, Mayor

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Linda M. Silvestri,  
Borough Clerk

**BOROUGH OF RIDGEFIELD**  
Bergen County, New Jersey

Meeting July 9, 2012

Presented by Councilman Acosta

**RESOLUTION NO. 201-2012**

WHEREAS, there is a need for engineering services in connection with a proposed repaving project at Elm Avenue pursuant to a \$146,500.00 grant awarded the Borough of Ridgefield by New Jersey Department of Transportation; and

WHEREAS, TY Lin International presently serves as the Borough Engineer; and

WHEREAS, TY Lin International has presented a proposal dated June 25, 2012 for design and elated engineering services in the amount of \$12,000.00; and

WHEREAS, it is in the best interest of the Borough of Ridgefield to accept said proposal for the timely completion of the Elm Avenue Improvements:

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the proposal of TY Lin International in the amount of \$12,000.00 for engineering services for the Elm Avenue Improvements is and hereby accepted.

BE IT FURTHER RESOLVED that funds for this proposal are certified by the Chief Financial Officer from Capital Ordinance 2207(1).

**COUNCIL VOTE**

	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

**BOROUGH OF RIDGEFIELD**  
Bergen County, New Jersey

Meeting July 9, 2012

Presented by Councilman Acosta

**RESOLUTION NO. 202-2012**

WHEREAS, TY Lin International was authorized to provide engineering services for Banta Place Improvements by Resolution 323-2011 on October 24, 2011 in the amount of \$12,500.00; and

WHEREAS, Bergen County Community Development has authorized the Borough of Ridgefield to combine three Grant years in the amount of \$293,000.00 to compete the project at one time and not in three stages; and

WHEREAS, the expanded limits of the project require additional engineering services; and

WHEREAS, TY Lin International has presented a proposal dated June 25, 2012 for additional engineering services in the amount of \$7,000.00; and

WHEREAS, it is in the best interest of the Borough of Ridgefield to accept said proposal for the timely completion of the Banta place Improvements:

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the proposal of TY Lin International in the amount of \$7,000.00 for additional engineering services for the Banta Place Improvements is and hereby accepted.

BE IT FURTHER RESOLVED that funds for this proposal are certified by the Chief Financial Officer from the Engineering Services line item of the CY2012 Budget.

Approved:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

Attest:

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

**BOROUGH OF RIDGEFIELD**  
Bergen County, New Jersey

Meeting July 9, 2012

Presented by Councilman Jimenez

**RESOLUTION NO. 203-2012**

WHEREAS, the Tax Court of New Jersey had previously granted a reduction in the assessment of Block 3301 Lot 4, also known as 817 Lancaster Road for the tax year 2010 and;

WHEREAS, due to an incorrect calculation, the refund should have been \$1,154.73 and instead was issued for \$1,117.55 causing a difference of \$37.18;

BE IT RESOLVED that the Chief Financial Officer be and he is hereby authorized to issue a check in the total amount of \$37.18 made payable to Peter Adragna and mailed to 817 Lancaster Road, Ridgefield, New Jersey 07657.

<b>COUNCIL VOTE</b>				
	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

**BOROUGH OF RIDGEFIELD**  
Bergen County, New Jersey

Meeting July 9, 2012

Presented by Councilman Jimenez

**RESOLUTION NO. 204-2012**

WHEREAS, the Law Office of Fong Joe Hou, LLC has deposited a check in the amount of \$1,224.80 on behalf of Zachary Bendji into the Suspense Account for the redemption and subsequent taxes of Tax Lien # 12-01, Block 404 Lot 7, further known as 34 E. Harriett Avenue (rear) sold to Abram Referral & Management Group;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Chief Financial Officer be and he is hereby authorized to issue and sign a check in the amount of \$1,224.80 from the Suspense Account;

BE IT FURTHER RESOLVED that the check in the amount of \$1,224.80 be drawn on the Borough of Ridgefield Suspense Account and be made payable to Abram Referral & Management Group and mailed to 5 Edgerton Terrace, East Orange, New Jersey, 07017.

**COUNCIL VOTE**

	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

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Anthony R. Suarez, Mayor

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Linda M. Silvestri,  
Borough Clerk

**BOROUGH OF RIDGEFIELD**  
Bergen County, New Jersey

Meeting July 9, 2012

Presented by Councilman Jimenez

**RESOLUTION NO. 205-2012**

WHEREAS, the Tax Court of New Jersey has approved the settlement stipulation for an adjusted assessment on Block 107 Lot 8, also known as 754 Morningside Lane for the years 2009, 2010 and 2011;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that Karen and Ling Sheng be issued a refund in the amount of \$733.05 for the year 2009, \$757.44 for the year 2010 and \$772.44 for the year 2011.

BE IT FURTHER RESOLVED that the Chief Financial Officer be and he is hereby authorized to issue a check in the total amount of \$2,262.93 made payable to William S. Winters, Esq. and mailed to 199 Route 18 South, East Brunswick, New Jersey 08816.

<b>COUNCIL VOTE</b>				
	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

**BOROUGH OF RIDGEFIELD**  
Bergen County, New Jersey

Meeting July 9, 2012

Presented by Councilman Jimenez

**RESOLUTION NO. 206-2012**

WHEREAS, the Tax Court of New Jersey has approved the settlement stipulation for an adjusted assessment on Block 2801 Lot 6, also known as 951 Edgewater Avenue for the year 2010;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that 951 Edgewater Ave, LLC be issued a refund in the amount of \$5,366.65 for the year 2010;

BE IT FURTHER RESOLVED that the Chief Financial Officer be and he is hereby authorized to issue a check in the total amount of \$5,366.65 made payable to Law Office of Nathan P. Wolf, LLC, Attorney for 951 Edgewater Ave, LLC and mailed to 673 Morris Avenue, Springfield, New Jersey 07081.

<b>COUNCIL VOTE</b>				
	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

**BOROUGH OF RIDGEFIELD**  
Bergen County, New Jersey

Meeting July 9, 2012

Presented by Councilman Jimenez

**RESOLUTION NO. 207-2012**

WHEREAS, the Tax Court of New Jersey has approved the settlement stipulation for an adjusted assessment on Block 4014 Lot 18, also known as 1135 Pleasantview Terrace for the years 2009, 2010 and 2011;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that Ridgefield Industrial, LLC c/o Cosmetic Essence be issued a refund in the amount of \$31,260.00 for the year 2009, \$32,300.00 for the year 2010 and \$16,470.00 for the year 2011.

BE IT FURTHER RESOLVED that the Chief Financial Officer be and he is hereby authorized to issue a check in the total amount of \$80,030.00 made payable to Henry Lacap as Attorney for Ridgefield Industrial, LLC c/o Cosmetic Essence, Inc and mailed to One International Blvd, Suite 400, Mahwah, New Jersey 07495.

**COUNCIL VOTE**

	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting July 9, 2012

Presented by Councilman Castelli

RESOLUTION NO. 208-2012

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the hourly rate for the following employees be adjusted as indicated:

Kevin Catherina	\$10.50
Maggie Catherina	\$9.50
Adam Egizi	\$9.25
Kyle Vermeal	\$10.00
Elaine Picinich	\$10.25
Cathy Bonacci	\$14.35

**COUNCIL VOTE**

	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting July 9, 2012

Presented by Councilman Castelli

RESOLUTION NO. 209-2012

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that Stephanie Sinclair's hourly rate be increased to \$10.25 per hour effective immediately.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

**BOROUGH OF RIDGEFIELD**  
Bergen County, New Jersey

Meeting July 9, 2012

Presented by Councilman Jimenez

**RESOLUTION NO. 210-2012**

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Collective Bargaining Agreement with the Ridgefield Employees Association as attached is hereby approved; and

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized and directed to execute the attached agreement with the Ridgefield Employees Association.

**COUNCIL VOTE**

	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

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AGREEMENT  
BETWEEN  
BOROUGH OF RIDGEFIELD  
AND  
RIDGEFIELD EMPLOYEES ASSOCIATION

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January 1, 2012 through December 31, 2014

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#### **Article I - PREAMBLE**

This Agreement, made this 6th day of July, 2012 by and between the **BOROUGH OF RIDGEFIELD**, in the county of Bergen, State of New Jersey, a municipal corporation of the State of New Jersey (hereinafter referred to as the "BOROUGH"), and the **RIDGEFIELD EMPLOYEES' ASSOCIATION** (hereinafter referred to as the "Association").

#### **Article II - RECOGNITION**

The Borough recognizes the Association as the exclusive representative for the purpose of collective negotiations, on behalf of all Employees of the Borough as set forth in the Certification of Representative issued by the State of New Jersey, Public Employment Relations Commission, on May 6, 1991, Docket Number RO-91-147.

#### **Article III - NO STRIKE OR LOCKOUT PLEDGE**

- A. It is recognized that the need for continued and uninterrupted operation of the Borough's Departments and Agencies is of paramount importance to the citizens of the Community, and that there should be no interference with such operation.
- B. The Association covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize, or support any strike (i.e., the concerted failure to report for duty, or willful absence of an Employee from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the Employee's duties of employment), work stoppage, slowdown, walk-out or other job action against the Borough.
- C. There shall be no lockouts of the Employees by the Borough.

#### **Article IV - AGENCY SHOP**

- A. Any permanent Employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, any new permanent Employee who does not join within thirty (30) days of initial employment with the Borough, and any permanent Employee previously employed within the unit who does not join within ten (10) days of the re-entry into employment with the unit, shall, as a condition of employment, pay a representative fee to the Association by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85) percent of the regular Association membership dues, fees and assessments as certified to the Borough by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of

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the Employees in the unit, provided that no modification is made in this provision by a successor agreement between the Association and the Borough.

- B. The Association agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees and costs) in any matter resulting from action taken by the Borough at the request of the Association under this Article.

#### **Article V - NON-DISCRIMINATION**

Neither the Borough nor the Association shall discriminate against any Employee because of race, creed, religion, color, age, sex, national origin or handicap.

#### **Article VI - WORK WEEK AND OVERTIME**

- A. The normal work week for all clerical and secretarial Employees shall consist of seven (7) hours per day, thirty-five (35) hours per week, Monday through Friday. Such employees shall be entitled to two (2) ten-minute coffee breaks during their work day, one in the morning and one in the afternoon.
- B. All Employees shall be entitled to overtime pay at the rate of one and one-half (1-1/2) times their hourly rate after seven (7) hours on any regular work day or after thirty-five (35) hours during the week.

Employees who are required to work on holidays shall receive their regular holiday pay plus time and a half.

Employees who are required to work on Saturdays or Sundays shall be entitled to overtime pay at the rate of one and one-half (1-1/2) times their hourly rate.

- C. Recall. All Employees shall be paid a two (2) hour minimum at the prescribed overtime rate of pay when called out at times other than their regularly-scheduled hours of duty. This shall not apply when such extra duty hours are contiguous to their normal work schedule.
- D. Compensatory time. In lieu of overtime, all Employees covered by this Agreement may, at his or her option, with the prior consent of the Employer, elect to receive compensatory time at the same rates as hereinabove set forth with respect to overtime pay.

#### **Article VII - SALARIES**

- A. Effective January 1, 2012, each Employee who has been employed by the Borough for one (1) year at that time shall receive a salary increment of one and a half percent (1.5%) above the base salary that such Employee was receiving as of December 31, 2011.

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- B. Effective January 1, 2013, each Employee who has been employed by the Borough for one (1) year at that time shall receive a salary increment of one and a half percent (1.5%) above the base salary that such Employee was receiving as of December 31, 2012.
  - C. Effective January 1, 2014, each Employee who has been employed by the Borough for one (1) year at that time shall receive a salary increment of two percent (2%) above the base salary that such Employee was receiving as of December 31, 2013.
  - D. Any Employee who has been employed for less than one (1) year as of January 1 in any of the above years shall receive his or her initial salary increment on the anniversary date of his or her employment and shall thereafter receive his or her next salary increment on the January 1 immediately following the said anniversary date of employment.

#### **Article VIII - LONGEVITY**

In addition to base salary and commencing as of January 1, 1992, each Employee covered under this Agreement shall receive longevity payments based upon the Employee's length of service with the Borough in accordance with the following schedule:

On completion of the:

- 10th year of employment - 2% additional pay on base pay.
- 15th year of employment - 4% additional pay on base pay.
- 20th year of employment - 6% additional pay on base pay.

This shall be based upon the date the Employee was hired.

#### **Article IX - SICK LEAVE**

- A. Each full time Employee may be allotted sick leave with pay for a period not exceeding ten (10) working days in aggregate during each calendar year on account of sickness or related cause of absence which may be considered by the Borough as a sufficient and legitimate excuse for the Employee's failure to be present, and not in attendance upon his duties, provided the reason for his absence and the good faith of the Employee in making the application for such leave shall be shown to the Council by such reasonable evidence as may be required. Any unused sick days shall accrue without limit until Employee's retirement, resignation or termination.
  - 1. Sick leave credit earned by an Employee in the Borough shall accrue at the rate of ten (10) days per year of continuous employment or prorated as two and one-half (2-1/2) days per every three months.

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2. Vacation and sick leave periods may be combined but only in the event that long continued sickness of the Employee warrants such case.
  3. Sick leave shall also include exposure to a contagious disease which would endanger the health of co-workers, illness in the immediate family of the Employee which requires the Employee's personal care and dental, optical or medical examinations or treatments when such professional services are not readily available outside of working hours.
- B. 1. In all cases of sick leave, the Employee shall notify and inform the Department Head of the reason for said sick leave. Any absence on account of sickness which exceeds five days shall require a written statement from a physician stating the nature of the illness, the time required to be absent from work and that the Employee has been under the care of the physician. At the request of the Borough or Department Head, such a statement may be required for absence due to illness for a period of less than five (5) days. The parties acknowledge that the Borough or Department Head, at their request, may require any Employee to be examined by a licensed physician. The parties further acknowledge that the Borough reserves the right to waive such requirement and to require any Employee to be examined by a physician designated by the Borough in order to have the Employee certified as fit for duty before the Employee may return to work.
2. An Employee who shall be absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days shall submit applicable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one day or less in which case only one certificate shall be necessary for a period of six (6) months.
  3. During protracted periods of illness, the Borough may require interim reports on the condition of the Employee on weekly or biweekly periods from the attending physician. A certificate of a reputable physician in attendance shall be required if sufficient proof of need of leave of absence of the Employee or the need of the Employee's attendance upon a member of the immediate family. In case of leave of absence due to a contagious disease, a certificate from the Borough Department of Health shall be required. In the case of recurring or chronic illness, a doctor's certificate may be required once every six (6) months when an Employee is absent because of same.

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- C. Employees having exhausted all their sick leave will not receive any further sick leave or compensation in lieu thereof until same has been accumulated and earned by the Employee's subsequent service.
  - D. Abuse of sick leave shall be cause of disciplinary action.
  - E. Severance of employment prior to the use of all or any part of such sick leave terminates all right for compensation hereunder.
  - F. Upon retirement from a Retirement System, Employees are entitled to be paid at the rate of one (1) day for every three (3) days of accumulated sick time. The calculation of the accumulated sick time shall be based on the base pay plus longevity for the daily rate of pay for the year in which the retirement occurs. The calculation of the per diem rate for the sick days shall be as follows:

Yearly Base Salary + Longevity = Total Salary  
Total Salary / 26 pays = Bi-weekly Salary  
Bi-weekly Salary / 70 hours = hourly rate  
Hourly rate x 7 hrs = Rate of pay per day.

**For Example:**

$\$35,000.00 + \$5,000.00(\text{longevity}) = \$40,000.00$   
 $\$40,000.00 / 26 = \$1,538.46$   
 $\$1,538.46 / 70 = \$21.98$   
 $\$21.98 \times 7 = \$153.86$   
 $\$153.86 = \text{Rate of pay per day.}$

**Article X - VACATIONS**

- A. As per Borough Ordinance No. 1240, an Employee shall be entitled to vacations as follows:
  - 1. During an Employee's first year of service with the Borough, the Employee shall earn and accumulate vacation time at the rate of one (1) day for each thirty (30) days of service, subject to a maximum of five (5) working days during the first year of employment. No vacation may be used by an Employee until that Employee shall be in the Borough service for one hundred eighty (180) days.
  - 2. Upon completion, on the anniversary date, of an Employee's first (1<sup>st</sup>) year of service, the Employee shall be entitled to ten (10) working days' vacation.
  - 3. Upon completion, on the anniversary date, of an Employee's fifth (5<sup>th</sup>) year of service, the Employee shall be entitled to fifteen (15) working days' vacation.

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4. Upon completion, on the anniversary date, of an Employee's tenth (10th) year of service, the Employee shall be entitled to twenty (20) working days' vacation.
  5. Upon completion of the fifteenth (15th) full year of employment and every year thereafter, the Employee shall be entitled to twenty-five (25) working days' vacation.
  6. As set forth above, accumulation of vacation time shall be measured and computed by using each Employee's starting employment date with the Borough and not against a calendar year. Up to five (5) days of vacation days may be accrued but such accrued vacation days must be taken or lost if not utilized by April 1 of the next following calendar year.
- B. Arrangements for dates of vacation periods will be made by the Department Head so that leaves will not conflict with the proper performance of duty. Seniority which is defined as continuous employment with the Borough from the date of the last hire, shall be given due consideration by the Department Head in determining preference for vacation.
  - C. Vacations shall be based on anniversary of employment dates, that is, the date on which Employee is hired.
  - D. Any Employee who terminates his or her employment of his or her own will, prior to completion of his or her anniversary date of his or her employment shall not receive any portion of that year or year's vacation benefit.
  - E. If an Employee is terminated by the Borough because of reduction of work force, said Employee shall be entitled to a pro-rated amount of vacation pay, based on the time spent on employment that year.
  - F. In the event of dismissal of any Employee by the Borough for reasons other than reduction of work force, the Employee shall not be entitled to any pro-rated vacation pay for that portion of the year.

#### **Article XI - HOLIDAYS**

During the term of this agreement, each employee covered by this Agreement shall receive holiday pay equal to one (1) day's pay at seven (7) hours straight time without working on those days designated as holidays by the Mayor and Council, which designation shall be in total conformity with the holiday schedule for full time municipal employees. Holiday pay shall not be accumulated by any employee. In addition to the days designated as holidays by the Mayor and Council, each employee covered by this Agreement shall have a half day closing Christmas Eve as long as Christmas Eve falls during the work week.

#### **Article XII - PERSONAL DAYS**

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Each full-time Employee covered by this Agreement shall receive two (2) personal days off each year for which he or she shall receive a full day's pay at seven (7) hours straight time without working. The Employee shall notify the Department Head within 48 hours time prior to using his or her personal days. Personal days may not be accumulated by any Employee.

#### **Article XIII – FUNERAL LEAVE**

Each Employee covered by this Agreement is entitled to three days paid leave for a death in the immediate family. Immediate family, for the purpose of this article, is defined spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren.

#### **Article XIV- GRIEVANCE PROCEDURE**

- A. Definition. The term "grievance," as used herein, means any controversy or dispute arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, or of the policies, directives, orders or administrative decisions affecting the terms and conditions of employment, and may be presented by an individual Employee, group of Employees, or the Association.
- B. Steps of the Grievance Procedure. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

##### Step One:

The moving party shall present the grievance in writing signed by the aggrieved to the Department Head within five (5) working days of the occurrence giving rise to the grievance for the purpose of resolution. The Department Head shall make whatever additional investigation is necessary and shall, within five (5) working days after presentation of the grievance, give his decision.

##### Step Two:

If a grievance is not resolved at Step One, the moving party may, within five (5) working days of receipt of the answer, in Step One, submit the written grievance to the Borough Clerk, who shall give her answer within five (5) working days of the presentation of the grievance in Step Two.

##### Step Three:

If the grievance is not resolved in Step Two, it may be appealed in writing within five (5) working days after receipt of the answer in Step Two to the Governing Body. Upon receipt of an appeal by the Borough Clerk, a meeting may be scheduled to discuss the grievance within fifteen (15) days of receipt of the appeal. The decision of the Governing Body shall be made not later

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than twenty-one (21) working days after receipt of the appeal.

Step Four:

- (1) In the event the grievance has not been resolved at Step Three, the Association may, within seven (7) working days, request arbitration. The arbitrator shall be chosen in accordance with the Rules and Procedures of the Public Employment Relations Commission of the State of New Jersey.
  - (2) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented and involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.
  - (3) The costs of the services of the arbitrator shall be borne equally between the Borough and the Association. Any other expense incurred, including, but not limited to the presentation of witnesses, shall be paid by the party incurring same.
  - (4) The decision of the arbitrator shall be final and binding.
- C. Failure by the Borough at any Step of the Grievance Procedure to communicate its written decision on a grievance within the specified time period shall permit the aggrieved to proceed to the next Step. Failure at any Step of the Grievance Procedure to appeal a grievance to the next Step within the specified time period shall be deemed an acceptance of the decision rendered at that Step. The time limits set forth herein may be extended by mutual agreement in writing.

**Article XV - DATA FOR FUTURE BARGAINING**

- A. The Employer agrees to make available to the Association all relevant data the Association may require to bargain collectively.
- B. The relevant data noted above shall include, but shall not be limited to such items as salaries and benefits enjoyed by other Employee groups, the cost of various insurance and other programs, information concerning overtime worked by Employees, the total number of sick leave days utilized by Employees, the total number of injuries on duty, and other data of a similar nature.
- C. The Borough shall incur no additional expenses by virtue of this Article. This Article shall not apply to any attorney-client work product.

**Article XVI- PERSONNEL FILES**

- A. A personnel file shall be maintained for each Employee covered by this Agreement. Such files are confidential records and shall be maintained in the Office of the Borough Clerk.

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- B. Upon advance notice and at reasonable times, any Employee may review his or her personnel file. However, this appointment for review must be made through the Borough Clerk or her designated representative at times mutually convenient.
  - C. Whenever a written complaint concerning an Employee or his actions is to be placed in his personnel file, a copy shall be made available to him or her and he or she shall be given the opportunity to rebut it if he or she so desires; and he or she shall be permitted to place such rebuttal in his or her file.
  - D. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom, except as hereinafter set forth.

#### **Article XVII- POSTING OF POSITIONS**

Upon the occurrence of any vacancy in an existing position covered by this Agreement or the creation of a new position, such position shall be posted and current Employees shall be given a reasonable opportunity to bid thereon before same is offered to a non-current employee.

#### **Article XVIII -WORK-INCURRED INJURY**

Where an Employee covered under this Agreement suffers a work-incurred or work connected injury or disability, the said Employee shall be entitled to all benefits accruing under the provisions of the Workers Compensation Act as provided by law.

#### **Article XIX - DISABILITY COVERAGE**

The Borough shall continue to provide disability coverage for the employees covered by this Agreement. Such coverage shall take effect only after the exhaustion of all sick leave due an Employee and shall be paid at the same rate provided by the Statutes of the State of New Jersey and for the same duration as provided by the Ordinances of the Borough of Ridgefield.

#### **Article XX - MEDICAL, DENTAL AND EYE CARE**

- A. Medical Coverage: The Borough shall continue the current medical or equivalent insurance program for Employees covered by this Agreement and their eligible dependents.
- B. Dental Plan: The Borough agrees to provide a dental plan entitled "New Jersey Dental Plan, Inc., The Delta Dental Plan," or like Dental Plan and pay for the full costs thereof for all covered Employees.
- C. Eye Care Plan: The Borough agrees to reimburse Employees covered by this Contract for all eye care expenses for said Employees and spouses or children. Eye care expenses shall include, but not be limited to, all expenses related to eye

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examination, medical treatments and prescription related to the eyes, eyeglasses, frames, lenses, etc. The Employer's total obligation for all covered eye care expenses shall not exceed the sum of Two Hundred and Fifty Dollars (\$250.00) per year for any individual Employee and Employee's spouse or children. Employees are permitted to accumulate the eye care reimbursement up to a maximum of two (2) years and Five Hundred Dollars (\$500.00).

Pursuant to Borough Resolution No. 362-2008, this eye care allowance may also be applicable to prescriptions relating to hearing aids and/or devices.

- D. Modifications: This Article shall be modified to be consistent with Chapter 78, P.L. 2011 and Chapter 2, P.L. 2010. Pursuant to Chapter 78, commencing on June 28, 2011, Employees are required to contribute to the cost of their health insurance premiums at a rate of 1.5% of base salary, or a percentage of the premium as set by statute – whichever is higher. This percentage of premium contribution rate is phased in over four years and reaches a maximum of 35% of the premiums by the fourth year. Newly hired Employees immediately start contributing at the full contribution rate.

To the extent that contributions have not been made pursuant to Chapter 78, P.L. 2011, or Chapter 2, P.L. 2010 (effective date of May 21, 2010), the Borough has the right to request them retroactively.

#### **Article XXI - MERIT INCREASE**

In addition to the foregoing provisions of this contract, the Mayor and Council of the Borough of Ridgefield reserve the right, during the term of this contract, to award additional pay increases, at their sole discretion, to any Department employee or employees, who, in the judgment of the Mayor and Council, have earned such additional salary increases as a result of their productivity, performance and conduct.

The granting of merit increases does not set a custom or practice, or violate a custom or practice, that would trigger an obligation of the Borough to negotiate with the bargaining unit, or a right in the bargaining unit to enforce contractually or otherwise such a practice or procedure in the future. The granting of a merit increase is specifically deemed to be a management prerogative and not subject to negotiation.

#### **Article XXII- MANAGEMENT RIGHTS**

The Borough hereby reserves and retains unto itself all powers, rights, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of New Jersey and the United States including, but not limited to, the following:

1. The executive management and administrative control of the Borough of Ridgefield and its properties and facilities and the activities of its Employees.

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2. The hiring of all Employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment and assignment and to promote and transfer Employees.
  3. The right to suspend, demote, discharge, or take other disciplinary action for just cause.

#### **Article XXIII - PRESERVATION OF RIGHTS**

Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any covered Employee pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

#### **Article XXIV - SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any Employee or a group of Employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

#### **Article XXV - TERM AND RENEWAL**

This Agreement shall be in full force and effect as of January 1, 2007, except as noted in individual Articles, and shall remain in effect until December 31, 2011. Negotiations for a successor agreement shall commence on or about October 1st prior to the expiration date of this Agreement. Upon agreement, all newly negotiated terms must be instituted within 60 days based on the date of budget approval.

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IN WITNESS WHEREOF, the parties have hereunto set their hands at the Borough of Ridgefield, Bergen County, New Jersey, on the 6<sup>th</sup> day of July, 2012.

BOROUGH OF RIDGEFIELD

RIDGEFIELD EMPLOYEES' ASSOCIATION

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**BOROUGH OF RIDGEFIELD**  
Bergen County, New Jersey

Meeting July 9, 2012

Presented by Councilman Castelli

**RESOLUTION NO. 211-2012**

WHEREAS, the County of Bergen, by action of the Board of Chosen Freeholders, in the form of resolution 676-12, adopted May 16, 2012, has established and funded an ADA Cooperative Engineering Design Grant Program, designed to assist participating municipalities in preparing engineering designs and related requirements for ADA curb ramps on county roads; and

WHEREAS, the Borough of Ridgefield wishes to participate in said program; and

WHEREAS, it is in the best interests of the Borough to participate in this program;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Borough hereby elects to participate in the ADA Cooperative Engineering Design Grant Program with Municipalities established by the County of Bergen, and the Mayor and Council, Borough Attorney and Borough Engineer are authorized and directed to take such other and further steps, including the execution of an appropriate grant agreement with the County of Bergen in order to implement same.

**COUNCIL VOTE**

	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

**BOROUGH OF RIDGEFIELD**  
Bergen County, New Jersey

Meeting July 9, 2012

Presented by Councilman Castelli

**RESOLUTION NO. 212-2012**

WHEREAS, the County of Bergen, by action of the Board of Chosen Freeholders, in the form of resolution 677-12, adopted May 16, 2012, has established and funded an ADA Cooperative Curb Ramp Construction Grant Program with Municipalities, designed to assist participating municipalities in the construction of ADA curb ramps on county roads; and

WHEREAS, the Borough of Ridgefield wishes to participate in said program; and

WHEREAS, it is in the best interests of the Borough to participate in this program;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Borough hereby elects to participate in the ADA Cooperative Curb Ramp Construction Grant Program with Municipalities established by the County of Bergen, and the Mayor and Council, Borough Attorney and Borough Engineer are authorized and directed to take such other and further steps, including the execution of an appropriate grant agreement with the County of Bergen in order to implement same.

**COUNCIL VOTE**

	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

**BOROUGH OF RIDGEFIELD**  
Bergen County, New Jersey

Meeting July 9, 2012

Presented by Councilman Castelli

**RESOLUTION NO. 213-2012**

WHEREAS, the County of Bergen has implemented a countywide Cooperative ADA Engineering Design Grant Program, which will reimburse the Borough of Ridgefield for the certified design or “technical infeasibility” waiver report for ADA curb ramps at the county road intersections within the Borough of Ridgefield; and

WHEREAS, it is in the best interests of the Borough of Ridgefield to participate in said program; and

WHEREAS, the Borough’s engineer, TY Lin International, has submitted a proposal dated June 26, 2012 to provide the design and/or technical infeasibility waiver report for the curb ramps in connection with this program; and

WHEREAS, it is in the best interests of the Borough to participate in this program;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield as follows:

1. The attached proposal from TY Lin International dated June 26, 2012 be and hereby is accepted by the Borough, and the Mayor and Borough Clerk be and hereby are authorized and directed to execute a copy of this proposal signifying the Borough’s contract with the municipal engineer, provided that the billings from the engineer in this proposal are in accordance with the schedule adopted and approved by the county and subject to the Borough entering into an appropriate grant agreement with the County of Bergen in a form approved by the County Council.

2. The Borough Clerk and hereby is authorized and directed to forward a copy of this resolution to the appropriate person at the County of Bergen with the request that an appropriate grant agreement be forwarded to the Borough for execution.

Approved:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

Attest:

\_\_\_\_\_  
Linda M. Silvestri, Borough Clerk

**COUNCIL VOTE**

	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincenz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

## TYLI INTERNATIONAL

Engineering • Planning • Construction

June 26, 2012

Mayor & Council  
Borough of Ridgely  
604 Broad Avenue  
Ridgely, New Jersey 07657

Re: Request for Proposal – ADA Compliance Improvements  
All Street intersections along Bergen County Roads  
Borough of Ridgely, Bergen County

Dear Mayor & Council:

T.Y. LIN International (TYLI) is pleased to submit to the Borough of Ridgely (THE CLIENT) our proposal for consulting engineering services to upgrade public sidewalks with curb ramps to meet ADA Compliance at Bergen County Roadways within the Borough of Ridgely.

TYLI understands that the County of Bergen under mandate by the New Jersey Department of Transportation (NJDOT), Federal Highway Administration (FHWA), the American with Disability Act Accessibility Guidelines (ADAAG) and the Public Right of Way Accessibility Guidelines (PROWAG) is required to provide at a minimum: depressed curb cuts, detectable warning surfaces and a landing area at crosswalk locations. The County of Bergen, through a countywide Cooperative ADA Engineering Design Grant Program will reimburse the Borough of Ridgely for a certified design or “technical infeasibility” waiver report for the curb ramps at the County Road intersections. The scope of services for the implementation of the project is described as follows:

### **SCOPE OF WORK**

The design shall include replacement of sidewalk and curb for the construction of handicap accessible ramps at street corners, new crosswalk pavement markings and replacement of drainage grates and castings where needed.

The County Roads within the Limits of the Borough of Ridgely are:

Maple Avenue from Grand Avenue (NJ Highway 63) to Shaler Boulevard  
Shaler Boulevard from Maple Avenue to Broad Avenue (US Highway 1&9)  
Edgewater Avenue from Broad Avenue (US Highway 1&9) to Bergen Boulevard (NJ Highway 93)

There are a total of 13 full 4-corner Intersections and 15 T-Intersections along the named County Roads.

### **A. Design Services**

- TYLI will perform a walkthrough of the street intersections along Bergen County Roads in Ridgely and complete the County Curb Ramp Assessment Forms and designations of type of ADA compliance ramp for each corner of the intersection.
- A second walkthrough with the County Engineer or designee to confirm and/or revise the Assessment Forms and ramp type designation.
- A walkthrough with the County Engineer or designee and the Cooperative Curb Ramp Construction Contractor to direct the contractor to construct improvements in accordance with the Curb Ramp Assessment and ramp type designation.

t:\newark\legac\project\361120.01\contract\proposal\ada bergen county grant\bergen county ada proposal june-2012.docx\brian conroy\er

*An Affirmative Action / Equal Opportunity Employer M/F/D/V*

550 Broad Street, Suite 1105 | Newark, New Jersey 07102 | T 973.286.2891 | F 877.503.3039 | [www.tylin.com](http://www.tylin.com)

Proposal – Bergen County Cooperative ADA  
Engineering Design Grant Program, Page 2

- Preparation and submission of a technical infeasibility waiver if required.
- Engineer's design compliance certification in County form.

Upon approval of the curb ramp improvements by the County Engineer, TYLI will proceed with the full engineering design of such improvements by performing the following tasks:

- Topographic and Boundary Survey
- Construction Plans and Details (NJDOT Standard Details for Roadway Construction, latest edition)
- As-Built Design Drawings
- Engineer's Certification in County Form.

TYLI will prepare the following bid documentation for the project:

1. Title Sheet and Key Map
2. Distribution of Quantities
3. Legend and General Notes
4. Construction Plans (1"=30') for each intersection to be improved
5. Construction Details ( NJDOT Standard Roadway Details, Latest Edition)
6. Supplemental Specifications ( NJDOT Supplemental Specifications)
7. Engineer's Cost Estimate

**B. Construction Services**

TYLI will provide construction services during the construction of the project, as follows:

1. Attend bid opening for the project.
2. Attend a pre-construction meeting.
3. Support the contractor on coordinating and scheduling project work with utility companies, local agencies and the community.
4. Review invoices and request for change orders from the contractor and issue recommendations.
5. Address field issues that might arise during the course of the construction of the project.
6. Review laboratory test results for the materials used in the project and issue recommendations.
7. Prepare a punch list and compile closeout documentation.
8. Provide an engineer for the inspection of the construction of the project to a maximum of 4 hours a day for concrete work and other incidental items.

The Lump Sum fee for the scope of work as stated in this proposal is NOT TO EXCEED as follows:

Design Services	
Assessment of existing conditions and documentation	\$ 10,350
Design Services and documented waivers, if needed	\$ 61,250

Subtotal for Design Services.....\$ 71,550

Construction Services \$ 11,500

The total Lump Sum fee for the project is .....\$ 83,050

**Fees are based on the fee schedule in the Bergen County Resolutions 676-12 and 677-12 dated May 16, 2012.**

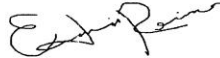
TYLI will submit invoices monthly and will bill for the actual time expended in the tasks included in the scope of work and up to the amount stated in this proposal. If we identify work not covered in the above described scope of work, we will notify you in advance of our findings and will submit a proposal for additional work for your approval.

Proposal – Bergen County Cooperative ADA  
Engineering Design Grant Program, Page 3

Thank you for the opportunity to submit our proposal for your consideration and we look forward for the opportunity to work with the Borough of Ridgefield on this exciting project.

Should you have any questions, or require additional information, please feel free to contact me at our Newark, NJ office at 973.286.2891 ext. 301.

Very truly yours,



Edwin A Reimon, P.E. C.M.E.  
Associate Vice President

cc: Mr. Erik Lenander - Borough of Ridgefield Assistant CFO,  
Mrs. Linda Prina - Borough of Ridgefield Acting Borough Clerk  
Mr. Stephen F. Pellino, Esq. - Basile Birchwale & Pellino, LLP  
Mr. Brian Conroy, P.E. – Borough of Ridgefield Engineer

The undersigned, being the Chief Financial Officer of the Borough of Ridgefield, County of Bergen, New Jersey, and the person charged with the responsibility of maintaining financial records of said Borough in accordance with N.J.S.A. 40:4-57 and the rules of the Local Finance Board of the State of New Jersey adopted thereunder, does hereby certify that there are adequate funds available for the payment of the attached list of invoices, duly adopted by said Borough, and which said list indicates the specific line item of said budget to which expenditures shall be charged.

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Joseph Luppino,  
Chief Financial Officer

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting July 9, 2012

Presented by Councilman Jimenez

RESOLUTION NO. 214-2012

BE IT RESOLVED, that warrants totaling \$2,436,237.15  
Be drawn on the following accounts:

CURRENT	\$2,387,184.13
TRUST	\$31,210.48
CAPITAL	\$494.50
POOL	\$17,348.04
 TOTAL	 \$2,436,237.15

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk